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OFFICIAL GAZETTE OF THE DEMOCRATIC REPUBLIC OF EAST TIMOR

SUMMARY

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Labour Code

Pursuant to UNTAET Regulation No. 2002/05 of 1 May, the Labour Code for East Timor was adopted and, thereafter, became the law that governs labour relations in our country.

Economic and social changes occurring in the country over the past decade have necessitated the adoption of a legislative instrument that is capable of responding to the present day needs of East Timor's labour market and employers, and which facilitates business investment and development in harmony with the protection and professional development of working people.

Creating a new legal regulatory framework for labour relations, in the form of the present Code thus constitutes a decisive contribution to societal and economic growth in Timor.

Employers and workers were consulted through their respective representative organizations.

Pursuant to number 1 of Article 95 of the Constitution of the Republic, the National Parliament hereby enacts the following, which shall have the force of law.

PART I
INTRODUCTORY PROVISIONS AND FUNDAMENTAL PRINCIPLES

CHAPTER I
PURPOSE AND SCOPE OF APPLICATION

Article 1
Purpose

1. The Code sets out the legal framework applicable to individual and collective labour relations.

2. The provisions enshrined in the Code shall not be overridden by any individual employment contract or collective labour agreement, unless the latter provide for more favourable conditions for the worker..

3. Mandatory statutory rules do not fall within the provisions referred to in number 2 above.

Article 2
Scope of application

1. The Code shall be applicable throughout the territory of East Timor, to all workers and employers and respective organizations in all sectors of activity.

2. The Code shall not apply to civil servants or to members of the Armed Forces or the Police.

3. Domestic work is regulated by special legislation.

4. Also exempted from the provisions of the Code are labour relations involving family members working in small, family-run properties, agricultural or industrial, whose output is destined to support family subsistence.

Article 3
Temporal application

Individual employment contracts and collective labour agreements entered into before the entry into force of the Code shall be bound by the provisions of the Code, except that which relates to validity conditions and to the results of facts or situations that pre-existed the promulgation of the Code.

Article 4
Calculation of time periods

Unless expressly stated to the contrary, the periods of time referred to herein are counted in consecutive days.

Article 5
Definitions

For the purposes of this Code the following definitions apply:

a) *Occupational accident* – an occurrence arising out of or in connection with work, or during travel to or from the workplace, whilst a worker is in the service of an employer, resulting in injury, functional disorder or disease, which leads to death, or permanently or temporarily reduced work capacity;

b) *Collective agreement* – an agreement concluded between a trade union and an employer or employers' organization, primarily regarding working conditions for a group or an occupational category of workers;

c) *Seniority* – the length of service calculated from the date of the start of the execution of the contract to the date on which it ends.

d) *Occupational category* – the definition of a position based on the description of the functions to be carried out by the worker;

e) *Termination of contract* – the end of the contractual relationship between worker and employer;

f) *Apprenticeship contract* – an employment contract entered into with participants in vocational training or education programmes or first-time job seekers

g) *Employment contract* – an agreement which binds a worker to perform a specific task or service for the employer, under the latter's control and supervision, in return for remuneration;

h) *A young person* – a person under the age of 17 years, pursuant to the provisions of the Civil Code;

i) *Employer* – a natural or legal person, including, self-employed workers and not-for-profit organizations, to which another person, the worker, renders specific services whilst under the employer's control and supervision, and in exchange for remuneration;

j) *Absence from work* – time when a worker who ought to be working is not at his/her place of work during normal working hours;

k) *Working hours* – the determination of the start and finish times of the normal hours of work per day, including rest periods;

l) *Workplace*, the place where a worker ought to carry out work for the employer in accordance with the provisions of the employment contract, or another mutually agreed place;

m) *Collective bargaining* – the process of negotiation between a trade union and an employer or employers' organization, leading to the conclusion of a Collective Agreement;

n) *Employers' organization* – a permanent association of natural or legal private law persons, who are company owners and who usually employ workers;

o) *Hours of operation* – the period of time between the start and finish of the employer's daily activity;

p) *Normal hours of work* – the period of time each day during which the worker is required to engage in work, in accordance with the terms of the employment contract or as determined by the employer;

q) *Probationary period* , the period at the start of the employment contract when both parties may decide whether it is in their interest to maintain the employment contract, especially in respect of the worker's performance and the employment conditions offered by the employer. During this period the worker is paid, and either party may terminate the employment contract without giving prior notice or grounds for dismissal, and there is no entitlement to compensation;

r) *Remuneration* – that to which the worker is entitled according to the terms of the employment contract, the collective agreement or common practice in respect of his/her employment, including basic pay and any additional regular and periodic consideration, whether in cash or in kind;

s) *Basic wage or salary* – the minimum amount to be received by the worker for his/her labour, as defined in the contract of employment;

t) *Activity sector* – the area in which an individual or legal person engages in an activity, for profit or non-profit purposes;

u) *Trade union* – a workers' organization, permanent and voluntary, whose aim is to promote and defend the rights and interests of the workers;

v) *Night work* – work carried out between the hours of 21.00 and 06.00 on the following day;

w) *Shift work* – a form of work organization whereby groups of workers succeed each other to perform the same tasks, at different

working times;

x) *Seasonal work* – work linked to a production cycle that occurs at a specific time of the year;

y) *Overtime* – hours worked over and above normal working time;

z) *Worker* – a natural person who performs a job under the authority and supervision of an employer, in return for remuneration;

aa) Foreign worker – a citizen who is not a Timorese national but who lives and works in East Timor.

CHAPTER II
FUNDAMENTAL PRINCIPLES

Article 6
The equality principle

1. All workers, men and women, have the right to equal opportunities and treatment in access to employment, vocational training and professional development, working conditions and remuneration.

2. No worker or job applicant shall, directly or indirectly, be favoured, disadvantaged, deprived of any right or released from any duty on grounds of their colour, race, marital status, gender, nationality, ethnic ancestry or origins, social or economic status, political or ideological beliefs, religion, education, physical or mental condition, age or state of health.

3. Any differentiation, exclusion or preference based on qualifications that are required to access or perform a certain task do not constitute discrimination.

4. Temporary measures that are clearly defined, provided for by law, and designed to benefit certain groups that are disadvantaged by virtue of their gender, reduced work capacity or disability, so that they may fully enjoy, as equals, the rights enshrined in this Code on an equal footing, shall not be considered to be discriminatory measures.

5. Pay differentials do not constitute discrimination when they are based on objective criteria that may be applied to both men and women, such as, for example, merit, productivity, regular attendance and length of service considerations.

6. It shall be the responsibility of whoever claims that discrimination has occurred to substantiate their claim by indicating which applicant or worker is believed to have been discriminated against. The onus of proof is on the employer to demonstrate that choices regarding job access or differences in working conditions have not been based on any of the factors referred to in number 2 above.

Article 7
Harassment

1. Harassment of job applicants and workers is prohibited.

2. Harassment is considered to be any unwanted conduct that affects the dignity of women and men, or conduct that is considered verbally, non-verbally or physically offensive, or which creates a work environment that is intimidating, hostile, humiliating and destabilising for the victim.

3. Sexual harassment is any unwanted conduct of a sexual nature that affects the dignity of women and men, or conduct that is considered verbally, non-verbally or physically offensive, such as touching or suggestive remarks, comments of a sexual nature, displaying pornography, requesting sexual favours, or other conduct which creates a work environment that is intimidating, hostile, humiliating and destabilising for the victim.

4. The employer shall put in place all necessary measures to prevent harassment, especially sexual harassment, from occurring in the workplace.

Article 8
Prohibition of forced labour

1. Forced or compulsory labour is prohibited.

2. Forced or compulsory labour is understood to mean all work or service which is exacted from any person under menace or coercion and which has not been offered voluntarily, in such cases as:

a) forced or compulsory labour as a way of repaying an actually incurred or inherited debt;

b) forced or compulsory labour as a means of political coercion or as a punishment for expressing certain political or ideological views;

c) forced or compulsory labour as a method of mobilising and utilising labour economic development purposes;

d) forced or compulsory labour as a measure of racial, social, national or religious discrimination;

3. The following shall not constitute forced or compulsory labour:

a) Work or service exacted in virtue of compulsory military service laws for work of a purely military character;

b) Work or services that are part of the civic obligations of community members;

c) Work or service exacted from a person as a consequence of a conviction in a court of law, provided that the work or service is carried out under the supervision and control of a public authority and that the person is not hired to, or placed at the disposal of private individuals, companies or associations;

d) Work or service exacted in cases of emergency, such as

in the event of war or a calamity, fire, flood, famine, epidemic, or any other circumstance that would endanger the life or safety of the entire, or part of, the population;

e) Minor services in the community that are undertaken by members of the community itself and for the benefit of the community itself. These are seen as community members' normal civic obligations, provided that the community members or their direct representatives are entitled to to be consulted about the need for such services.

PART II
INDIVIDUAL LABOUR RELATIONS

CHAPTER I
LABOUR CONTRACTS

SECTION I
RULES FOR EMPLOYMENT CONTRACTS

Article 9
Employment Contract

1. An employment contract is an agreement whereby a natural person, the worker, undertakes to perform work for another person, the employer, under the authority and supervision of the latter, in return for remuneration.

2. Any clause of an employment contract that conflicts with the mandatory statutory provisions herein or with other relevant legislation, shall be considered null and void.

3. Should any part of an employment contract be found invalid this shall not invalidate the entire contract, except if it can be shown that the contract would not have been concluded at all without the inclusion of the part that is invalid.

4. Any invalid clauses are understood to be substituted by the corresponding provisions within applicable legislation

Article 10
Form and requirements

1. An employment contract shall be drawn up in writing, in one of the official languages, signed by both parties, and shall include at least the following clauses:

a) Identification of the employer and the worker;

b) The position and activity to be performed by the worker;

c) The place of work;

d) The normal hours of work and the rest periods;

e) The amount, form and frequency of remuneration;

f) The worker's occupational category;

g) The date on which the contract is entered into and the date of the start of execution, if these are not the same;

h) The duration of the probationary period;

i) In the case of a fixed-term contract, the duration of the contract and the reasons that justify the stipulated duration;

j) The applicable collective agreement, should such exist.

2. Without prejudice to the provisions of number 1, the absence of a written contract shall affect neither the validity of the employment contract nor the worker's and employer's contractual rights and obligations provided for in Articles 20 and 21. The employer is presumed responsible for the absence of a written contract and is automatically responsible for all legal consequences.

3. In the absence of any reference to the date on which contract execution commences, it is presumed that the employment contract enters into force on the date it is concluded.

Article 11 º
Duration of the employment contract

1. The employment contract may be

a) an open-ended employment contract, or

b) a fixed-term employment contract

2. An employment contract that is not in writing is always considered an open-ended employment contract..

3. An employment contract that does not stipulate a specific duration shall be deemed to be an open-ended employment contract. The employer may rebut this presumption by providing proof of the seasonality or transitory nature of the activities that are the object of the employment contract.

4. The duration of a fixed-term employment contract, including renewals, may not exceed 3 years.

Article 12
Fixed Term Employment Contract

1. A fixed-term employment contract shall only be concluded to meet the employer's temporary requirements, namely in the following circumstances:

a) To substitute a worker who is absent or who, for some other reason, is unable to perform work;

b) Seasonal work;

c) Work on a job, project or other particular temporary activity.

2. A fixed-term employment contract shall clearly explain the reasons that justify its duration, as well as the correlation between such reasons and the stipulated duration period, otherwise the employment contract is at risk of being annulled and being considered an open-ended employment contract.
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3. Notwithstanding the provisions of number 1 above, apprenticeship contracts may also be fixed-term employment contracts.

4. A fixed-term employment contract shall be considered an open-ended employment contract when the former has been entered into with the same worker and on the basis of the same justifying reasons as a previous fixed-term contract, and before 90 days have elapsed between the end of the first contract and the start of the second.

5. An employment contract initially concluded for a specific fixed term but which exceeds the maximum duration period shall also be considered an open-ended employment contract.

6. The duration of apprenticeship contracts entered into with participants in vocational training or qualification programmes shall not exceed 6 months.

7. When a fixed-term employment contract is declared an open-ended contract, the worker's length of service shall be calculated from the time employment commenced.

Article 13
Contract renewal

1. A fixed-term employment contract may, in the cases provided for in number 1 of the previous Article, be renewed by mutual agreement in writing between the parties, provided the factors that justified the original fixed-term contract are still valid, and provided it does not exceed the maximum duration stated in number 4 of Article 11.

2. A fixed-term employment contract terminates on the expiry of the agreed contractual period stipulated therein, unless the parties thereto mutually agree to its renewal.

3. A fixed-term employment contract and the respective renewal is considered to be a single employment contract.

Article 14
Probationary period

1. Employment contracts are subject to a probationary period during which either party may terminate the contract without giving prior notice or grounds for dismissal, there being no entitlement to compensation unless there is a written agreement to the contrary.

2. In open-ended employment contracts the probationary period may last for up to 1 month. An exception to this rule applies to workers who perform jobs with a high degree of technical complexity or responsibility, and those who occupy positions of trust, in which cases the probationary period may last for up to 3 months.

3. In fixed-term employment contracts whose duration is:
   a) 6 months or less, the probationary period shall not exceed 8 days;
   b) more than 6 months, the probationary period shall not exceed 15 days.

4. The worker's length of service shall be calculated from the start of the probationary period.

Article 15 º
Suspension of contract or reduction of normal hours of work

1. The employer may temporarily suspend an employment contract, or reduce the normal hours of work, for market-related, technological or structural reasons, or calamities or other reasons of force majeure that seriously affect the company's normal activity, provided that such measures taken by the employer are shown to be essential to the company's viability and to maintaining the employment contract..

2. The duration of the suspension of employment contracts shall not exceed 2 months.

3. The temporary reduction of normal hours of work shall not exceed 40 percent of the normal hours of work, nor shall its duration exceed 3 months.

4. The employer shall notify, in writing, the workers to be affected by the suspension or the reduction of normal hours of work, their trade union and the Mediation and Conciliation Service, of the intention to adopt one of the measures referred to in the previous numbers and the reasons that justify their adoption. The notification shall be served at least 15 days prior to the expected date of the contract suspension or temporary reduction in the hours of work.

5. During the period of contract suspension or temporary reduction of normal hours of work, the rights and obligations of both workers employers that do not relate to actual performance of work shall remain in force.

6. The period of suspension or reduction shall count for the purposes of length of service and shall not affect the worker's pay or period of annual leave.

7. During the period of employment contract suspension, the worker shall be entitled to receive half of his/her respective remuneration.

8. During the period of reduction of normal working hours, the worker shall be entitled to receive the amount that is proportional to the number of hours worked.

9. At the end of the period of suspension of the employment contract the employer and the worker may agree to terminate the employment contract, in which case the worker shall be entitled to payment of compensation pursuant to Article 55.

SECTION II
ALTERATIONS TO THE EMPLOYMENT CONTRACT

Article 16
Alteration to the object of the employment contract

1. The worker shall perform the tasks relating to the position for which he/she was hired or promoted to, and shall not be placed in an inferior category or demoted, unless such an alteration is imposed by compelling needs of the company or pressing needs of the worker, and is acceptable to him/her.

2. Without prejudice to the provisions of number 1 above, in cases of force majeure or unforeseen urgent needs of the company, the employer may, for the period of time necessary, assign the worker tasks which are not envisaged by the object of the contract, provided this does not incur any reduction in remuneration or affect any other rights or guarantees to which the worker is entitled.

3. The worker may, for a specific time, perform tasks that correspond to a more senior position than the one for which s/he was hired and shall, therefore, be remunerated in accordance with the pay and benefits associated with that position.

Article 17
Transfer of the worker to a different workplace

1. The worker shall perform the work in the workplace identified in the contract of employment, except in cases referred to in the following numbers.

2. Unless otherwise provided for in the employment contract, the employer may transfer the worker to a different workplace provided there is demonstrable need on the company's part that the work cannot be carried out by another worker, and that the transfer will cause no loss to the worker.

3. Should there be any loss, the worker may rescind the contract, with entitlement to compensation pursuant to the terms of Article 55.

4. Any costs incurred in the worker's transfer, whether permanent or temporary, shall be borne exclusively by the employer, and in no way whatsoever be paid by the worker.

5. The employer shall observe the provisions of the foregoing Article when the transfer of a worker to a different workplace entails an alteration to the object of the contract.

Article 18
Transfer of the Company or Establishment

1. Change of ownership of a company or establishment shall not lead to termination of employment contracts. The rights and obligations of the previous owner, set out in the employment contracts of the respective workers, shall be transferred to the new owner.

2. The new owner is severally liable for due labour obligations dating back up to 2 months prior to the transfer, even when such obligations relate to workers whose employment contracts have already come to an end.

CHAPTER II
PROVISION OF LABOUR

SECTION I
RIGHTS AND DUTIES OF THE PARTIES

Article 19
Mutual duties

1. Employers and workers shall respect and enforce respect for the laws and collective agreements applicable to them and shall work together to achieve high levels of productivity for the good of the company and the human and social development of the worker.

2. The party that culpably disrespects their duties shall be liable for any losses incurred by the other party.

Article 20
Duties of the Employer

Without prejudice to other obligations provided for by law, in the collective agreement or in the employment contract, the employer shall:

a) provide the worker with good working conditions, especially in respect of their physical and mental well-being, and their health, hygiene and safety;

b) contribute to raising the worker's productivity level by providing vocational training opportunities, whether in-house or externally provided, which is appropriate to the worker's job;

c) pay, on time, remuneration that is fair and based on the quantity and quality of the work performed;

d) allow workers to engage in activities in workers' organizations and trade unions as representatives, without any resulting detrimental consequences for the worker;

e) prevent the risk of occupational illness and injury, raising the worker's awareness of safety issues, and providing him/her with appropriate safety equipment;

f) maintain a permanently updated record of the company's workers, which indicates their names, dates of admission, type of contract, position, remuneration, leave, and justified and unjustified absences;

g) treat the worker with respect and fairness, never offending their honour, good name, public image, private life or dignity.

Article 21
Duties of the Worker

Without prejudice to other obligations provided for by law, in the collective agreement or employment contract, the worker shall:

a) arrive at the workplace on time and work assiduously with zeal and diligence;

b) follow the orders and instructions of the employer or their representative in all matters concerning the execution of the task and discipline at work, providing these do not breach the worker's rights and guarantees;

c) take part in vocational training initiatives that are provided by the employer, unless there is a relevant impediment to doing so;

d) be loyal to the employer, never negotiating in competition with him/her, whether for one's self or on behalf of another, nor divulging information about the employer's organization, production methods or business matters;

e) watch over the good maintenance and use of the goods related to his/her work, entrusted by the employer;

f) promote and undertake all initiatives that are liable to improve the company's productivity;

g) cooperate to improve the system of Safety, Hygiene and Health at Work implemented by the company and comply with statutory and collective agreement requirements, and with the employer's instructions on this subject;

h) treat the employer, superiors and colleagues at work with respect, never causing offence to their honour, good name, public image, private life or dignity.

Article 22
Workers' guarantees

Without prejudice to other guarantees provided for by law, in the collective agreement and employment contract, an employer is forbidden to:

a) in any way impede a worker from exercising their rights by rescinding their contract, applying other types of sanction, or treating them unfavourably by virtue of exercising their rights;

b) unjustifiably impede a worker from actually carrying out his/her job;

c) Decrease a worker's remuneration, except in cases provided for by law or in the collective agreement;

d) Lower the category of a worker, except in cases provided for by law on in the collective agreement;

e) Oblige a worker to acquire goods or services from the employer or persons indicated by him/her.

Article 23
The employer's powers and disciplinary authority

1. Within the confines of the law, the collective agreement or employment contract, the employer or representative thereof has the right to set the terms in which the work shall be rendered.

2. An employer has disciplinary authority over a worker for the duration of the employment contract..

3. Disciplinary authority may be exercised by the employer, or representative thereof, in the manner determined by the employer.

4. In the case of a worker infringing obligations provided for by law, in the employment contract or collective agreement, the employer may apply the following disciplinary measures:

   a) a verbal warning in a language that is understandable to the worker;

   b) a written warning, in a language that is understandable to the worker, stating the reasons for the warning.

   c) suspension of the worker for a maximum period of 3 days, with loss of remuneration, after 3 written warnings have been issued;

   d) rescission of the employment contract for just cause with no entitlement to damages or compensation, pursuant to the terms of Article 50.

5. A disciplinary measure shall be proportional to the seriousness of the infringement and to the fault of the worker.

6. Disciplinary measures provided for in points c) and d) above may only be applied after the initiation and conclusion of a disciplinary process.

7. No more than one disciplinary measure shall be imposed for the same infringement.

8. Disciplinary infringements shall lapse 6 months after the date on which they occurred.

9. The employer shall proceed with implementation of the disciplinary sanction within 30 days from the date of the decision taken in the disciplinary process.

Article 24
The disciplinary process

1. The disciplinary process shall be ser conducted in writing, and shall commence within a maximum period of 20 days from the date on which the employer, or employer's representative who has disciplinary authority, first had knowledge of the infringement.

2. The disciplinary process shall lapse if, within 6 months from the date on which it was initiated, the worker is not notified of the final decision.

3. The employer shall give written notification to the worker of the charges lodged against him/her, including a detailed description of the alleged facts.

4. The worker has the right to put forward his/her defence, a right which shall be exercised within the 10-day period following the date on which the worker received the notification.

5. The worker shall put forward his/her defence in writing, and may also present documentary and other evidence, and request to be heard.

6. If the worker refuses to take receipt of the notification of the charges against him/her, this refusal shall be recorded on the notification and confirmed by two witnesses, who should be workers.

7. In the circumstances described in the previous number, and whenever a worker facing disciplinary action is absent and his/her whereabouts are unknown, an official legal notice shall be issued, calling upon the worker to take receipt of the accusation, and alerting to the fact that the period during which s/he may put forward their defence commences on the date of publication of said official legal notice.

8. The use of any social communication media through which to notify a worker to take receipt of the accusation and to present their defence, is prohibited.

9. The final decision in the disciplinary process, duly substantiated, in writing, and clearly indicating the sanction to be imposed, shall be taken by the employer within the 10-day period that follows:

   a) the presentation of the worker's defence or, if no defence is presented, at the end of said 10-day period; or;

   b) once the evidence procedure requested by the worker has been finalised.

10. The worker shall have the right to appeal against disciplinary sanction decision, to the employer or to the immediate superior of the person who applied the disciplinary sanction, depending on the case, without prejudice to the worker's right to request the intervention of mediation and conciliation bodies in an effort to resolve the conflict.

SECTION II
Duration of work time

Article 25
Normal hours of work

1. Normal hours of work shall not exceed 8 hours per day, or 44 hours per week.

2. After a period of 5 hours of uninterrupted work, the worker shall be entitled to a break of at least one hour.

Article 26
Working hours

It is the employer's responsibility to set the worker's working hours, in compliance with statutory regulations and the provisions of the collective agreement or the employment contract.

Article 27
Overtime

1. Overtime work shall be paid at the normal hourly rate plus 50%.

2. Work carried out on a weekly rest day or public holiday shall be paid at the normal hourly rate plus 100%.

3. The duration of work performed on a weekly rest day or on a public holiday shall not exceed 8 hours per day.

4. No worker shall work more than 4 hours of overtime per day or 16 hours per week.

5. Exceptions to the limits referred to in numbers 3 and 4 above are overtime hours worked in cases of force majeure or when such overtime is essential to prevent or repair serious damage to the company or its viability.

6. The employer shall keep a record concerning each worker, specifying the start and finish times of overtime hours they have worked.

Article 28
Night work

Hours worked at night, from 21.00 hours to 06.00 hours the following day, is paid at the normal hourly rate plus 25%.

Article 29
Shift Work

1. Shifts of different workers shall be organized whenever the company's hours of operation are in excess of the normal hours of work, as referred to in no Article 25.

2. The duration of each shift's work time shall not exceed the maximum limits of normal hours of work.

SECTION III
Suspension of work

Article 30
Weekly rest

1. The worker is entitled to a weekly paid period of rest, the duration of which shall be at least 24 consecutive hours.

2. The weekly rest day shall be Sunday, the only exception to this rule being situations in which the worker performs work that is essential to the continuity of services which cannot be interrupted or that must necessarily be carried out on a Sunday.

Article 31
Statutory Holidays

1. Statutory holidays are provided for by law.

2. Workers shall not incur any loss of remuneration or any other entitlements by virtue of not working on a

statutory holiday.

Article 32
Annual leave

1. The worker is entitled to paid leave for each year worked.

2. The period of annual leave shall not be less than 12 working days.

3. Whenever an employment contract terminates before 1 year of service has been completed, the worker shall shall be entitled to 1 day's annual leave for each month worked.

4. The dates for taking annual leave shall be mutually agreed between worker and employer. In case of disagreement, the employer shall set the dates.

5. If an employer deliberately prevents a worker from taking annual leave during the 12 months following the date on which s/he gains entitlement to it, the worker shall be entitled to compensation and receive double pay for the days of annual leave not taken.

Article 33
Absences

1. Absences from work may be justified or unjustified.

2. Justified absences shall be notified to the employer in advance or as soon as possible and shall not incur loss of remuneration or any other rights.

3. The worker is entitled to 3 days of justified absence per year, for reasons of marriage, bereavement, and community and religious events.

4. Additionally, the worker may take to up to 12 days' justified absence from work per year in cases of sickness or accident, when substantiated by a medical certificate. Six of those days shall be remunerated in full, and the remaining six days shall be paid at 50% of the daily rate.

5. Unjustified absence from work constitutes a breach of the worker's duty to work assiduously, incurring the loss of remuneration for the period of absence, which is also deducted from the worker's length of service. Unjustified absence may also be grounds for rescission of the employment contract, in accordance with the terms of Article 50.

6. Justified absence shall not affect a worker's annual leave entitlements.

7. The employer may require the worker to provide evidence of the reasons given to justify an absence.

SECTION IV
OCCUPATIONAL SAFETY, HYGIENE AND HEALTH

Article 34
General principles

1. All workers are entitled to work in environments that are safe, hygienic and healthy, and it is the employer's responsibility to ensure that these are provided.

2. A worker is entitled to compensation to recompense for any damages due to an occupational accident or work-related illness that occur during the normal performance of his/her duties, and which are a result of the non-supply of information or suitable equipment to the worker.

3. If the occupational accident or work-related illness referred to in the previous number result in the death of a worker, the compensation shall be awarded to the surviving spouse or, should there be none, to the children of the deceased or, should there be none, to the parents or, should there be none, to the worker's brothers and/or sisters.

Article 35
General obligations of the employer

1. The employer shall ensure workers are provided with decent safety, hygiene and health conditions in the work-place, preventing accidents and dangerous occurrences that are a consequence of work, work-related or that occur during working time, by minimising, as far as possible, the causes of workplace hazards.

2. For the purposes of the provisions of the previous number, the employer shall implement the following measures:

   a) Identification and assessment of occupational hazards;

   b) Elimination or, when this is not possible, minimisation of risk and accident factors;

   c) Planning and organization of a company or establishment occupational risk prevention system that includes first aid, fire-fighting measures, and procedures for evacuation of workers in the event of an accident;

   d) Information, training, consultation and participation of workers and their representatives in matters relating to health and safety hazards, as well as to protective and preventive measures, and how these may be implemented in connection with the workplace, the jobs, and the company in general.

   e) Promotion and monitoring of the health and safety of the workforce as well as that of third parties liable to be affected inside or outside the workplace.

3. When implementing the measures adopted, the employer shall use the necessary means and appropriate services, both within and outside the company, as well as the necessary protective equipment, and provide workers with verbal or written instructions, in a language that is understandable to them, on the correct usage of such equipment.

Article 36
General obligations of the worker

1. For the purposes of the provisions laid out in this SECTION, the worker shall:
   a) comply with statutory regulations on workplace safety, hygiene and health, and those provided for by collective agreements, as well as the instructions given by the employer or the employer's representatives on the issue;

   b) be mindful of his/her own safety and health as well as that of others who may be affected by the worker's actions or omissions in the workplace;

   c) use correctly, and according to instructions transmitted by the employer or employer's representative, the machinery, apparatus, tools, hazardous substances and other resources, especially personal and collective protective equipment at the worker's disposal;

   d) cooperate in the establishment and improvement of the company's workplace safety, hygiene and health system.

2. Measures and activities relating to workplace safety, hygiene and health shall not entail any financial burden on the worker, without prejudice to the disciplinary and civil responsibility arising from intentional non-compliance with the respective obligations.

Article 37
Joint health and safety committee

1. A joint committee shall be set up in companies that employ more than 20 workers, and in all companies, regardless of the size of the workforce, whose activity poses particular risks to the health, safety and hygiene of the workers.

2. The joint committee shall comprise of:

   a) 2 members, 1 representing the workers and 1 representing the employer, in companies with a workforce of 20 or less workers;

   b) 4 members, 2 representing the workers and 2 representing the employer, in companies with more than 20 workers.

3. The members of the joint committee shall be responsible for periodically raising workers' awareness of the risks inherent to the work, as well as of the measures to eliminate or minimise them.

4. The workers' representatives shall be elected by the workers themselves at a meeting convened especially for that purpose.

CHAPTER III
REMUNERATION OF LABOUR

Article 38
General Principles

1. All workers, without exception, are entitled to receive fair remuneration, which takes into account the quantity, nature and quality of the work rendered, and observing the principle of equal pay for work of equal value

2. A worker's pay shall not be inferior to the statutory minimum rate of pay or the rate for the respective category defined in the collective agreement .

3. Any contractual clause whereby a worker renounces his/her right to remuneration, or which makes it dependent upon the realisation of an event or fact that is uncertain, shall be null and void.

Article 39
Types of Remuneration

1. Remuneration may be fixed or variable.

2. Fixed remuneration is understood to mean the exact contractually defined amount to be paid periodically to the worker in return for work rendered.

3. Variable remuneration is understood to mean that which, in addition to fixed remuneration, is paid to the worker in accordance with his/her performance or productivity.

4. The following are not considered to be part of remuneration:

   a) Amounts paid to support costs, including in connection with transportation, food, accommodation or amounts paid in connection with a worker's transfer to a different place of work;

   b) Gratuities or profit shares paid to workers because of the company's or establishment's economic performance;

   c) Overtime pay.

   d) Other extraordinary benefits awarded by the employer.

Article 40
Payment of Remuneration: method, place and time

1. Remuneration shall be paid in cash, in the country's legal tender, by bank cheque or bank transfer.

2. Remuneration shall be payable on a work day, at the worker's place of work. Exceptionally, and if more favourable for the worker, a different place for payment may be agreed.

3. Remuneration shall be payable to the worker directly at fixed times, and the interval between each payment shall not exceed one month.

4. At the time of payment the employer shall provide the

worker with a proper payslip containing the following details: the period of time the remuneration covers, the amount of gross remuneration and net remuneration, details of all deductions and sums withheld from the worker's earnings.

5. Remuneration shall be paid to the worker on the date it is due or, if the due date falls on a Saturday, Sunday or public holiday, it shall be paid on the preceding working day.

Article 41
Remuneration of part-time work

1. A worker who works on a part-time basis shall be remunerated, proportionally, for the number of hours worked.

2. The amount of remuneration paid to a part-time worker is calculated on the basis of the hourly rate paid to a full-time worker who works in the same position or job.

Article 42
Deductions from remuneration

1. The worker shall authorise, in writing, all deductions and sums withheld from his/her remuneration.

2. Notwithstanding the foregoing provision, the employer is authorised to be withhold sums or make deductions relating to Social Security and in other situations determined by law or court decision.

3. Deductions per month shall not exceed 30% of the total amount of remuneration received by the worker.

4. The employer shall itemise all the deductions and sums withheld on the worker's payslip

Article 43
Protection of workers' remuneration

1. Except in cases expressly provided for by law, the employer shall not compensate him/herself for any claims from a worker's remuneration.

2. The payment of claims for outstanding remuneration and corresponding late payment interest, and any compensation payments relating to the termination of employment contracts shall take precedence, even in relation to the State's claims, in the case of a company's or establishment's declared insolvency or liquidation.

Article 44
Annual bonus

1. Workers shall be entitled to receive an annual bonus of not less than 1 month's salary, which shall be paid by the employer on or before 20 December of every calendar year.

2. The amount of annual bonus payable shall be proportional to the months the worker has worked in the respective calendar year.

CHAPTER IV
TERMINATION OF THE LABOUR CONTRACT

Article 45
Prohibition of unfair dismissal

1. Dismissal on unfair grounds or for political, religious and ideological reasons, in addition to dismissal for any of the motives referred to in number 2 of Article 6, is prohibited. º .

2. Furthermore, none of the following shall be considered fair grounds for dismissal:

a) being a member of a trade union or taking part in union activities outside normal working hours, or, with the employer's consent, within working hours;

b) taking part in the election of trade union representatives, or being, or having been a trade union representative;

c) Signing a complaint or participating in proceedings against the employer which involves a breach of the law or regulations, or for reporting the employer to the competent authorities;

d) age, except in cases provided for by law and in Social Security regulations on retirement;

e) pregnancy or absence on maternity leave, in accordance with Article 59. º ;

f) temporary absence due to illness or accident, in accordance with Article 33, number 4. º ;

g) absence due to obligatory military service or having to fulfil some other civil obligation.

3. Dismissal in the terms of the present Article shall be deemed null and void and confers upon the worker the right to be compensated, in accordance with the terms set out in Article 55.

Article 46

Employment Contract Termination

The employment contract ends as a result of:

a) contract expiry;

b) mutual agreement between the parties;

c) rescission on the worker's initiative;

d) rescission on the employer's initiative based on fair grounds;

e) rescission for market-related, technological or structural reasons concerning the company or establishment.

Article 47
Termination due to expiry

1. The employment contract expires:
   a) When the contractual term of the fixed-term contract comes to an end;

   b) In the case of the absolute, definite and unforeseen impossibility of the worker performing the work or of being received by the employer, such as the death of the worker, or of the employer that results in the company ceasing its operations, or the total and final closure of the company for other reasons, without prejudice, in the latter case, to the provisions of Articles 18 and 52;

   c) When the worker retires by virtue of disability or old age.

2. The fixed-term employment contract expires when the stipulated contract period ends, except when both parties agree to its renovation.

Article 48
Termination of the employment contract by mutual consent

Employer and worker may put an end to the employment contract by mutual agreement. Such agreement shall be put in writing, signed by both parties, and shall refer to the terms of the termination, date of the agreement, when it becomes effective, and, if appropriate, the amount of compensation to be paid to the worker.

Article 49
Contract termination by the worker

1. When there is just cause, the worker may terminate the employment contract with immediate effect.

2. Notification of contract rescission shall be in writing, stating the events that have led to the termination, and shall be delivered within fifteen days of the events happening.

3. The following constitute a just cause for a worker to terminate an employment contract:

   a) intentional breach of the worker's rights and guarantees established by law, the employment contract or collective agreement;

   b) the employer does not pay the worker's wages on time;

   c) physical or psychological abuse, or attack on the freedom, honour or dignity of the worker, by the employer or employer's representative;

   d) the need to fulfil legal obligations incompatible with the implementation of the employment contract;

   e) substantial and lasting change to the working conditions as a result of the legitimate exercise of authority by the employer, after a period of 3 months has elapsed.

4. The termination of employment contract based on any of the eventualities referred to in points a) and c) entitles the worker to compensation, without prejudice to due legal process to to ascertain civil and criminal responsibilities on the part of the employer or employer's representative.

5. The compensation referred to in 4) above shall be calculated in the terms of Article 55, the worker being entitled to double the amounts indicated in said Article.

6. The employer may challenge the worker's rescission in court within the sixty-day period following the notification of rescission, without prejudice to recourse to mediation and conciliation services in the terms of Article 97.

7. If the court finds the worker's just cause claim to be unfounded, the employer shall be entitled to compensation for damages caused.

8. The worker may also terminate the employment contract, regardless of just cause, by giving the employer written notice of termination at least 30 days in advance.

9. Total or partial failure to give the employer due prior notice, as established in the previous number, shall incur payment of compensation by the worker to the employer, equivalent to the worker's pay for the number of days' notice lacking.

Article 50
Termination by the employer on grounds of just cause

1. Any intentional behaviour on the part of the worker that, due to its gravity and consequences, makes it immediately and practically impossible to continue the employment relationship, constitutes just cause for the rescission of the employment contract.

2. In determining just cause, consideration shall be given to the degree of damage to the employer's interests, the nature of the relationship between the parties, or between the worker and fellow workers, and other circumstances that are relevant to the case.

3. The following types of behaviour on the part of the worker constitute grounds of just cause for the termination of employment contract without the need for any prior notice:

   a) unlawful and repeated disobedience of orders given by the employer or by more senior workers;

   b) unjustified absence from work for more than 3 consecutive days or for more than 5 different days in one month;

   c) repeated lack of interest in conscientiously performing the tasks inherent to the respective position or function;

   d) deliberate or negligent behaviour that puts the safety or health conditions in the workplace at risk, or which results in harm to another worker;

   e) deliberate or negligent behaviour that results in

material damage to the employer's goods, tools or equipment;

f) physical aggression against others in the workplace, except as an act of legitimate self-defence;

g) dishonest or immoral behaviour that offends other workers and/or the employer;

h) breach of professional confidentiality and revelation of information or secrets concerning the employer's operations.

i) the criminal conviction of the worker, who has received a final judicial sentence, when the sentence to be served makes working impossible.

3. An employment contract cannot be terminated without the worker having an opportunity to present his/her defence, in accordance with the rules laid out in Articles 23 and 24.

Article 51
Illegality of rescission by the employer on grounds of just cause

1. Rescission by the employer on grounds of just cause is unlawful when:

a) the grounds for the rescission are considered unfounded;

b) it has not been preceded by a disciplinary process;

c) in the course of the disciplinary process, one of the legal formalities has not been complied with, namely, the worker has not been heard and lack of grounds for the decision;

d) the time limit for commencing the disciplinary process has passed, or the limitation periods for the offence, disciplinary process, and implementation of the sanction have expired.

2. The illegality of a rescission is declared by the courts, and legal action shall be brought within sixty days from the time the worker is notified thereof, without prejudice to recourse to the Mediation and Conciliation Services, pursuant to the terms of Article 97.

3. A court declaration of illegality entitles the worker to the rights provided for in Article 55.

Article 52
Rescission on market-related, technological and structural grounds

1. The employer may rescind employment contracts on market-related, technological or structural grounds provided that the rescission is indispensable for the economic viability or reorganisation of the company.

2. Rescission of an employment contract in the terms described in the previous number shall occur after recourse to the measures provided for in Article 15.

3. The employer may, on the grounds referred to in number 1, rescind one or more employment contracts.

4. Whenever the employer intends to rescind employment contracts in the circumstances described in this Article, s/he shall notify the workers concerned and their representatives, if such exist, of his/her intention in writing, and shall forward a copy of the notification to the Mediation and Conciliation Service.

5. The notification referred to in the foregoing number 4 shall contain the following:

a) the grounds for the rescission;

b) the number, identification and category of the workers affected;

c) the criteria used for selecting the workers whose contracts are to be rescinded;

d) the timeframe in which the rescissions are to carried out.

6. Within the five-day period following the sending of the notification referred to in 2, the employer shall initiate negotiations with the workers or their representatives with a view to reaching agreement on the employment contract rescission process.

7. The Mediation and Conciliation Service shall take part in the meetings between the employer and the workers or their representatives, in the terms of foregoing number, for the purpose of reconciling the interests of the parties concerned.

8. If, at the time of the notification referred to in number 2, workers do not have representatives, they may proceed to designate a representative committee within a maximum period of 3 days.

Article 53
Notification of the rescission

1. If, after the negotiations between the parties, it has not been possible to avoid contract rescissions, the employer shall notify each of the affected workers in writing of the rescission decision, sending copies to the representative committee, if such exists, and to the Mediation and Conciliation Service. The notification shall clearly state the grounds for the decision, the date on which the contract will end, and the amount of compensation to be received.

2. The notification referred to in the previous number shall be delivered at least 15 days in advance of the date the contract is due to end in the case of workers whose length of service is 2 years or less, and at least 30 days in advance in the case of workers whose length of exceeds 2 years.

3. Non-compliance with the advance notice referred to in number 2 shall incur payment to the workers equivalent to remuneration for the days of notice not given.

4. During the period of notice, the worker shall be entitled to use credit hours equivalent to 2 working days per week

without prejudice to their right to receive the respective remuneration.

5. The worker shall give the employer at least 1 day's notice of the way in which the credit hours are to be used.

Article 54
Illegality of rescission on market-related, technological and structural grounds

1. Rescission on market-related, technological and structural grounds is unlawful when:

   a) the grounds cited are clearly non-existent.

   b) the procedures or time limitations provided for in Articles 52 and 53 are not observed.

2. The illegality of the rescission is declared by the courts, and legal action shall be brought within sixty days from the time the worker is notified thereof, without prejudice to recourse to mediation and conciliation services pursuant to the terms of Article 97.

3. A court declaration of illegality entitles the worker the rights provided for in Article 55.

Article 55
Reinstatement and Compensation

1. When a decision to rescind an employment contract, on grounds of just cause or market-related, technological or structural grounds, is declared illegal, the worker is entitled to be reinstated to their job and to receive remuneration due from the date of contract rescission to the date of their reinstatement

2. The time period between the dates of contract rescission and the reinstatement shall count for the purpose of the worker's length of service.

3. Without prejudice to the provisions of number 1, if the worker expressly states s/he does not want to be reinstated or if the court considers, on the employer's duly reasoned request, that reinstatement would be prejudicial to the company's operations, the worker shall be entitled to receive compensation as follows:

   a) Half of 1 month's salary when the duration of the employment contract was for more than 1 month but less than 6 months;

   b) 1 month's salary when the duration of the employment contract was for more than 6 months but less than 1 year;

   c) 2 months' salary when the duration of the employment contract was for more than 1 year but less than 2 years;

   d) 3 months' salary when the duration of the employment contract was for more than 2 years but less than 3 years;

   e) 4 months' salary when the duration of the employment contract was for more than 3 years but less than 4 years;

   f) 5 months' salary when the duration of the employment contract was for more than 4 years but less than 5 years;

   g) 6 months' salary when the duration of the employment contract was for more than 5 years.

Article 56
Compensation for length of service

Regardless of the grounds, in case of termination of the employment contract the worker shall be entitled to compensation for length of service, the amount of which shall be the equivalent of 1 month's salary for each 5-year period the worker has worked for the employer.

Article 57
Employment certificate

1. When an employment contract terminates, and regardless of the reasons for such termination, the employer shall issue an employment certificate that states the worker's name, the start and finish dates of the employment contract, and the functions carried out by the worker.

2. The employer shall also issue the worker with a document that details all deductions and sums withheld in connection with Social Security and other systems determined by law or by court order..

CHAPTER V
SPECIAL LABOUR PROTECTION ARRANGEMENTS

SECTION I
MATERNITY AND PATERNITY PROTEÇTION

Article 58
General principles

Maternity and paternity are of eminent social value, and working mothers and fathers are guaranteed all the rights relating to maternity and paternity.

Article 59
Maternity leave

1. A woman worker shall entitled to a minimum period of 12 weeks paid maternity leave, 10 weeks of which shall, necessarily, be taken after childbirth, without any loss of remuneration or length of service rights.

2. The maternity leave period shall not affect the pay or duration of annual leave.

3. Without prejudice to the maternity leave provided for in

number 1, a woman worker shall be entitled to prenatal leave in the case of medical risk to her health or to that of her unborn child, which impedes the performance of her duties, for the length of time necessary to prevent the risk, as prescribed by a doctor.

4. In the case of miscarriage, a woman worker shall be entitled to 4 weeks leave.

Article 60
Paternity leave

1. A worker shall be entitled to 5 working days paid paternity leave after the birth of his child, without any loss of length of service rights.

2. The paternity leave period shall not affect the pay or duration of annual leave.

3. In the case of the birth of his child followed by the death of his wife or partner in childbirth or up to two weeks after the birth, a worker shall be entitled to the leave provided for in number 1 of the previous Article, without any loss of remuneration or length of service rights.

Article 61
Responsibility

Payment of remuneration to workers who are on maternity or paternity leave shall be the responsibility of the employer, until the social security system has been established.

Article 62
Time off for medical appointments and nursing breaks

1. A pregnant worker shall be entitled to time off work without loss of remuneration or any other rights, for medical appointments, for the length of time and as often as necessary, provided evidence to substantiate the time off is provided.

2. A woman worker shall be entitled to nursing breaks to breastfeed or bottle feed her child up to the age of 6 months, without loss of remuneration or any other rights.

3. With reference to the provisions of the foregoing number, a woman worker shall be entitled to two 1-hour nursing breaks per day.

Article 63
Protection of health and safety

1. A pregnant or nursing worker shall be entitled, without loss of remuneration, to not carry out tasks that are medically inadvisable for her health, namely, those which involve physical effort or exposure to substances that could endanger her or her child.

2. A pregnant or nursing worker shall be entitled to not do night work or work overtime.

Article 64
Time off for childcare

1. Workers who have children aged under 10 years shall be entitled to take up to a maximum of 5 days off work per year to provide emergency essential care for their children in case of illness or accident, and shall provide the employer with proof to substantiate the cause of absence.

2. The entitlement to time off referred to in the foregoing number entails only the loss of remuneration for the days in question.

Article 65
Protection against unfair dismissal

1. At the end of maternity leave the worker shall be entitled to reinstatement to her position or to an equivalent position with the same pay.

2. It is prohibited to dismiss a woman worker by reason of pregnancy, or breast or bottle feeding.

3. An employer who dismisses a worker who is pregnant, or breastfeeding or bottle feeding her child shall have to prove that the dismissal was not motivated by any of these facts.

SECTION II
EMPLOYMENT OF YOUNG PERSONS

Article 66
General principles

1. The employer shall provide young persons, who are legally eligible to work, with working conditions that are appropriate for their age, and shall safeguard their safety, health, and physical, mental and moral development, education and training, and shall protect them especially from risks that may occur due to their lack of experience and unawareness of potential or existing hazards.

2. The employer shall pay particular attention to assessing workplace risks before the young person starts work and thereafter, whenever any significant change in the working conditions occurs.

Article 67
Special protection

1. It is prohibited to employ a young person to carry out work that is dangerous or liable to jeopardise their education, endanger their health or mental, moral or social development;

2. The following are also prohibited:

   a) All forms of slavery or similar practices similar to slavery, such as the sale and trafficking of children, debt bondage, serfdom, forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict;

   b) The use, procuring or offering of children for

prostitution, production of pornography or for pornographic performances;

c) The use, procurement or offer of children for illicit activities, in particular for the production and trafficking of drugs, as defined in the relevant international treaties;

d) Work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

Article 68
Minimum age for admission to work

1. The minimum age for admission to work is 15 years.

2. A young person who has not reached the minimum age for work shall not be recruited to perform work, with the exception of light work, and except when they take part in legally recognised vocational, technical or artistic training programmes.

3. A young person aged between 13 and 15 years may perform, light work, in the terms provided for in Article 69.

4. A young person shall not carry out unhealthy or dangerous tasks, or ones which require demanding physical effort, as defined by the competent authority.

5. The employer who recruits a young person shall allow and encourage them to attend classes in the official education system or equivalent recognised by the competent Governmental body, and in compliance with the rules provided for in Article 76.

Article 69
Light work

1. Light work is understood to be an activity that comprises simple defined tasks calling for basic skills, not requiring any physical or mental effort that would put the young person's health and development at risk, and not jeopardising their schooling or participation in Government-approved vocational training programmes

2. The following are not considered to be light work:

a) Work lasting more than 5 hours per day and 25 hours per week;

b) Night work;

c) Work that entails less than two days' rest per week;

d) Work that entails a period of more than 3 hours consecutive work without a break of at least 1 hour.

3. It is prohibited to require or allow a young person recruited to perform light work, to work overtime.

Article 70
Medical examination

1. A young person shall only be admitted for work after undergoing a medical examination that certifies their physical and mental fitness to perform the respective tasks. The medical examination shall be carried out before the young person starts work.

2. The medical examination referred to in the foregoing number shall be repeated annually in order to ensure that the work causes no harm to the young person's health and physical and mental development.

SECTION III
WORKERS WITH DISABILITIES OR CHRONIC ILLNESS

Article 71
General principles

The worker or job applicant who has a disability or chronic illness shall be entitled to the rights enshrined in this Code, and shall not be discriminated against in access to employment, vocational training, career development, or working conditions, and their employment contract shall not be terminated on any of these grounds.

Article 72
Medical tests

1. The employer shall not be entitled to request that a job applicant or worker carry out medical tests, including testing for HIV, except when such tests are essential for the protection and safety of the worker, and are carried out with his/her written consent.

2. In connection with number 1 above, the employer shall not use any direct or indirect pressure on the job applicant or worker to gain their written consent to undergo medical tests.

3. All conduct by the employer that is intended to directly or indirectly pressure a job applicant or worker to agree to undergo medical tests shall be considered null and void.

4. The doctor responsible for conducting medical examinations shall inform the employer whether the worker is apt to perform the activity.

5. The employer shall make certain that the results of any examinations are kept strictly confidential.

Article 73
Confidentiality

The worker or job applicant are guaranteed the right to confidentiality surrounding information concerning their condition of health.

Article 74 º
Safety precautions in the workplace

The employer shall ensure that workers are not exposed to health risks, namely, contamination risks in the workplace, and shall promote awareness-raising programmes and if necessary, provide suitable equipment to protect the safety of workers.

Article 75
Suitability of the type of work and working hours

The job and working hours shall be appropriate and adjusted to suit the state of health of the worker with a disability or chronic illness.

SECTION IV
THE WORKER-STUDENT

Article 76
Protection of the worker-student

1. A worker-student is considered to be a worker who attends any level of official education or equivalent thereof that is recognised by the competent Governmental body.

2. When organising working hours, the employer shall facilitate the worker-student's attendance at classes, or education or vocational training courses, in accordance with the terms of the foregoing number.

3. The worker-student shall be entitled to leave, without loss of remuneration or any other rights, for the purpose sitting examinations.

4. The worker-student who is a young person shall be entitled to take annual leave to coincide with school holidays.

5. For the purposes of the provisions in this Article, a worker shall provide documentary evidence of being a student in the form of proof of enrolment and the respective school timetable, and an educational achievement certificate shall be presented periodically, depending on the institution's calendar.

6. The employer shall observe the rules provided for in Article 68 when hiring a worker-student who is a young person.

SECTION V
FOREIGN WORKERS

Article 77
Foreign workers

1. A foreign worker who is employed is entitled to the same rights and subject to the same obligations as those applicable to national workers, in the terms of this Code and those of the international conventions ratified by East Timor.

2. The employment contract concluded with a foreign worker shall be in writing and authorised by the competent authority, observing the rules provided for in the specific legislation.

PARTE III
COLLECTIVE LABOUR RELATIONS

CHAPTER I
FREEDOM OF ASSOCIATION AND TRADE UNIONISM

Article 78
General principles

1. All workers and employers, without discrimination or need for prior authorisation, may set up and join organizations for the purpose of promoting and defending their rights and interests.

Article 79
Objectives

The objectives of trade union organisations and employers' associations in the course of their activities, are:

a) to promote and defend the rights and interests of their members;

b) to work together with the Government to develop and fulfil labour policy objectives;

c) to exercise the right to collective bargaining;

d) to work with the Labour Inspectorate on enforcement of statutory regulations and rules provided for in the collective agreement;

e) to take part, in the terms established by law, in the process of drafting labour legislation.

Article 80
Rights

Duly registered trade unions and employers' associations are entitled to:

a) negotiate and enter into collective labour agreements, in accordance with the terms of the law;

b) provide services for their members;

c) initiate and intervene in administrative processes in order to defend the rights and interests of its members, in accordance with the terms of the law;

d) affiliate with international organizations.

Article 81 º
Trade union freedom and protection

1. No worker shall be forced to join, prevented from joining, or made to leave a trade union.

2. A worker shall not be a member of more than one trade union of the same level and branch of activity at the same time, on the basis of the same occupation or activity.

3. All acts with the following aims shall be null and void:
   a) making access to employment conditional upon membership or non-membership of a certain trade union;

   b) dismissing, transferring or causing any detriment to a worker by virtue of their membership or non-membership of a trade union or activities connected with his/her trade union freedom.

Article 82
Freedom of association and to display information

1. A trade union may hold meetings in the company or establishment for the purposes of sharing information and discussion of trade union matters of interest to the workforce.

2. Meetings shall be held outside normal working hours, except when otherwise expressly authorised by the employer.

3. Meetings shall be convened giving at least 48 hours advance notice.

4. Trade unions shall be entitled to display notices of meetings, texts, or information on union activity in a clearly visible place that is accessible to all workers in their places of work.

Article 83
Independence and autonomy

1. Workers' and employers' organizations shall be independent and autonomous from each other and from the State, political parties, religious institutions and from any other type of association, and any interference of the aforementioned in their organisation or funding is prohibited

2. Employers shall not, whether personally or through a third party, promote the formation, continuation or funding of the running of workers' organizations, by any means whatsoever, or in any way intervene in their organization or management, or prevent or hinder the exercise of their rights.

3. Public authorities shall refrain from any intervention liable to hamper the exercise of statutory trade union rights or prevent them from being legally exercised

4. A workers' organization may constitute:

   a) a trade union;

   b) a federation – an association of three or more trade unions of the same occupation or activity sector, or

   c) a confederation – a national association of trade unions.

5. Employers' organizations may constitute:

   a) an employers' organization;

   b) a federation that is an association of three or more employers' organizations within the same activity sector;

   c) a confederation which is a national association of employers' organizations.

6. Trade unions and employers' organizations may form regional and national level organizations.

Article 84
Right to self-regulation

Trade unions and employers' organizations shall be entitled to draw up their own statutes and elect their own members, in accordance with democratic principles and their rights under the law.

Article 85
Registration, legal personality and responsibility

1. A trade union or employers' organization's application for registration shall include the following documents:

   a) the request for registration signed by the chairperson of the constituent assembly, addressed to the competent governmental body;

   b) minutes of the constituent assembly;

   c) the approved Statutes;

   d) list of the names of the founding members.

2. Once all the necessary requirements for registration have been submitted the competent Government official shall enter the registration in the appropriate record book and arrange for the publication of the statutes, within a maximum period of 30 days, in the *Jornal da República*, and notification in two of the country's wide circulation newspapers of the issue of a certificate in the name of the organization.

3. Trade unions and employers' organizations shall acquire legal personality by registering their statutes with the governmental body responsible for labour matters.

4. Once they have acquired legal personality, trade unions and employers' organizations shall be competent to hire, acquire and dispose of immovable and movable property and be a party to legal proceedings.

5. Trade unions and employers' organizations shall only start to exercise their activity after the publication of their statutes or, in their absence, after 30 days from the date of registration.

6. No member or official of a trade union or an employers' organization shall be answerable for the obligations and

responsibilities contracted in the institution's name, except in a proven case of fraud.

Article 86
Content of the statutes

1. The statutes of trade unions and employers' organizations shall contain and expressly regulate:

   a) its name, headquarters, and the branch of activity it represents;

   b) the organization's objectives and geographical area of operation;

   c) the criteria for acquiring and for losing membership status;

   d) the rights and duties of members;

   e) the method of payment of membership dues;

   f) the disciplinary system;

   g) the institution's different bodies, their competencies, rules governing their election and their length of mandate;

   h) the assembly's meetings and method of voting;

   i) the system of financial administration;

   j) the procedure for changing the statutes;

   k) the applicable method for merging, dissolving and closing down the organization, and for liquidation of assets.

2. Once approved by the organization's assembly, all changes to the statutes shall be registered with the competent body within a period of 30 days.

3. The act of registration and the changes to the statutes of said organizations shall be subject to the provisions in numbers 2 and 3 of the preceding Article, and shall only become effective in relation to third parties, after they have been duly published.

Article 87
Cancellation of registration

1. Registration of a trade union or employers' organization shall only be cancelled by the decision of the assembly in accordance with its internal statutes or by court ruling.

2. The closure of a trade union or employers' organisation, whether it be voluntary or by judicial winding-up order, shall be notified to the competent governmental body, which will proceed to cancel the registration and publication, in accordance with the terms of number 3 of Article 86.

Article 88
Supplementary legislation

The legal system governing associations shall, with the necessary adaptations, be applicable to trade unions and employers' organizations.

Article 89
Method of payment of trade union dues

1. A worker shall not obliged to pay dues to a trade union of which s/he is not a member.
2. A worker shall authorise in writing the deduction of dues directly from his/her salary, mentioning the name of the trade union, the amount to be deducted, and the frequency of the deductions.

3. If the worker does not know how to read or write, or has a visual disability, the authorization shall contain his/her fingerprint and the signature of two duly identified witnesses.

4. The amount of the dues charged by a trade union shall not exceed 2 percent of the worker's salary.

5. The employer shall proceed to make the authorised deductions and immediately forward the amounts to the trade union, with a list of workers' names, the amount of the dues individually paid, and the total amount deducted.

Article 90
Annual report

1. Workers' and employers' organizations shall submit to the competent governmental body within two months from the end of each fiscal year, a report that contains:

   a) the balance sheets;

   b) identification of its elected representatives; and

   c) the number of enrolled members.

2. Workers' and employers' organizations shall make the financial reports available to all their members.

CHAPTER II
RIGHT TO COLLECTIVE BARGAINING

Article 91
General principles

1. The aim of collective bargaining is to establish and to stabilise collective labour relations, by regulating in particular:

   a) the mutual rights and duties of the workers and employers bound by an individual employment contract;

   b) the revision or extension of the collective agreement that was previously reached.

2. The right to collective bargaining is guaranteed to all

workers and employers, in the terms provided for in the following Article.

3. Throughout the collective bargaining process, the parties involved shall respect the principle of good faith.

4. The parties shall respond as quickly as possible to proposals and counter-proposals put forward during collective bargaining, and shall attend the meetings scheduled for that purpose.

5. The parties shall be bound to a duty of confidentiality with respect to information received in confidence.

6. The parties shall consult the people they represent on the stages of the negotiations, and shall not use that right for the purpose of suspending or interrupting the negotiating process.

Article 92
The parties to collective bargaining

1. The parties in collective bargaining are:

   a) trade unions, in the terms of point a) of Article 80, and organizations which are duly authorised to engage in negotiations on behalf of workers;

   b) an employer or employers' organization, in the terms of point a) of Article 80, which is duly authorised to negotiate on behalf of the employer or employers.

2. Employers shall allow the workers' representatives to be absent from their workplace during the company's normal hours of operation, without any loss of remuneration, for the purpose of taking part in collective bargaining.

Article 93
The negotiating process

1. The collective bargaining process begins with a proposal to enter into or revise a collective agreement being put forward to the other party.

2. The negotiations proposal shall be made in writing, be duly reasoned, and contain at least the following:

   a) the name of the entity putting forward the proposal;

   b) the subject matter of the negotiations.

3. The party receiving the collective bargaining proposal shall schedule the first meeting for within 15 days of the receipt of the proposal.

4. The response shall be given on the day of the meeting and shall express a position in respect of each clause of the proposal by accepting, rejecting or counter-proposing.

5. When the party does not schedule a meeting within the period established in number 3 above, whether due to an unwillingness of one of the parties, or non-recognition of a trade union by the employer, or when agreement has not been reached, any of the parties may approach the Mediation and Conciliation Service and request that a mediation process be started.

6. The Mediation and Conciliation Service shall initiate the mediation process and convene a meeting within 48 hours, and shall conclude the process within a maximum period of 10 days.

Article 94
Collective bargaining agreement

1. The collective agreement shall be in writing, and shall not contradict existing legislation, except to establish more favourable conditions for the workers.

2. The collective agreement shall contain at least the following:

   a) the name of the parties to the agreement;

   b) the occupational category and activity sector to which it applies;

   c) the matters subject to regulation;

   d) the relations between the workers' and employers' organizations that participated in the collective bargaining process;

   e) the way of resolving conflicts that may arise from the interpretation of the agreement;

   f) The date of conclusion of the agreement and its validity period.

3. The collective agreement shall be registered with the competent governmental body.

4. Registration of the collective agreement may be refused if it does not comply with the terms of numbers 1 and 2 and if it violates the overriding statutory system for the protection of workers' rights.

5. If the collective agreement's validity period expires and no further negotiations have been requested, it shall be automatically renewed for a further period of the same duration.

6. A collective agreement is only binding upon the contracting parties.

CHAPTER III
RIGHT TO STRIKE AND LOCKOUTS

Article 95
The right to strike and lockout

1. The right to strike is protected by the State, in the terms provided for in the Constitution.

2. Lockouts are prohibited.

3. There is specific legislation relating to exercising the right to strike and lockouts.

PART IV
LABOUR DISPUTES

Article 96
Principles

1. In the process of labour dispute resolution, the parties shall act in accordance with the principle of good faith.

2. The bodies responsible for labour dispute resolution shall abide by principles of impartiality, independence, procedural swiftness and fairness.

Article 97
Dispute resolution

1. Disputes arising from individual and collective relations provided for in this Code may be resolved by the parties, by means of conciliation, mediation or arbitration, through the Mediation and Conciliation Services and Labour Arbitration Council, without prejudice to the intervention of the courts.

2. Individual labour disputes shall necessarily be submitted to conciliation and mediation before any recourse to the courts.

3. Exceptions to the provisions of the foregoing number are disputes over the illegality of contract rescission by the employer or worker on grounds of just cause and contract rescission on grounds of market-related, technological and structural reasons.

4. In the case of individual labour disputes, recourse to arbitration shall be voluntary, and may result from a request by the parties involved, or by just one party, in which case the other party shall be notified and requested to state whether or not they agree to using arbitration.

5. Collective labour disputes are submitted, on the request of the parties involved, for arbitration by the Labour Arbitration Council.

PARTE V
MONITORING AND THE PENALTY SYSTEM

Article 98
Monitoring legal compliance

Monitoring and enforcement of labour law shall be the responsibility of the Labour Inspectorate, whose organisation and regulations are determined by specific legislation.

Article 99
Penalties

1. Breaches of this Code's regulations are punishable with fines and other types of penalty, and take into account the importance of the interests affected, in the terms to be determined by specific legislation.

2. Violations of the rights of the child and infliction of forced labour, as provided for in this law and in international conventions ratified by East Timor, shall be reported to the Public Prosecutor's office so that legal proceedings may be started to determine the civil and criminal responsibilities of those involved.

PARTE VI
TRANSITIONAL AND FINAL PROVISIONS

Article 100
The National Labour Council

The Government supports the creation of a National Labour Council, consisting of three governmental representatives, two representatives of employers' organizations, and two representatives of trade unions, with a mandate to:

a) promote social dialogue and harmony between the social partners;

b) put forward its views on draft policies and legislation relating to labour relations;

c) propose the amount of the national minimum wage;

d) perform any other functions attributed to it by law.

Article 101
Dispute resolution and the Labour Arbitration Council

1. Labour dispute resolution procedures and the creation of bodies responsible for dealing with them are defined by separate statute approved by the Government.

2. The Mediation and Conciliation Services and the Labour Arbitration Council shall have representations in all districts.

3. The Labour Arbitration Council consists of at least one Government representative, one representative of employers' organizations and one trade union representative.

4. The Labour Arbitration Council is mainly mandated to:

   a) consider and make judgements on labour disputes that are submitted to it;

   b) perform any other functions attributed to it by law.

5. The judgements referred to in the foregoing point a) shall be submitted to the district courts for confirmation of the legality and ratification of the sentence, and produce the same effects as a sentence passed by the courts, and are enforceable against the losing party.

6. Until the bodies referred to in number 2 of this Article are are established, labour disputes shall be heard by the courts.

7. In legal proceedings relating to labour disputes the rules

established in civil procedural law shall apply.

Article 102
Regulation

The rights, duties, limitations, and procedures to be applied by the Labour Inspectorate, as well as the system for the application of penalties, are regulated by separate legislative instrument.

Article 103
Repealing rule

UNTAET Regulation No. 2002/5, of 1 May, and any other legislation that contradicts the provisions of the Labour Code, shall hereby be repealed.

Article 104
Entry into force

This law shall enter into force 120 days after its publication in the Official Gazette (*Jornal da República*).

Passed on 20 December 2011.

President of the National Parliament

Fernando La Sama de Araújo

Promulgated on 2 /02 /2012.

Let it be published.

President of the Republic

José Ramos-Horta

RESOLUÇÃO DO PARLAMENTO NACIONAL No. 5/2012

de 21 de February

VIAGEM DO PRESIDENTE DA REPÚBLICA AOS ESTADOS UNIDOS DA AMÉRICA

O Parlamento Nacional resolve, nos termos conjugados dos No.1 e 2 do Article 80.º, alínea h) do No. 3 do Article 95.º da Constituição da República e ainda do Article 184. º do Regimento do Parlamento Nacional, dar assentimento à deslocação de Sua Excelência o Presidente da República aos Estados Unidos da América em visita de Estado, entre os dias 18 e 25 de February de 2012.

Aprovada em 14 de February de 2012.

Publique-se.

O Vice-Presidente do Parlamento Nacional,

Vicente da Silva Guterres

DECRETO-LEI No. 9/2012

of 21 February

PRIMEIRA ALTERAÇÃO A DECRETO-LEI No. 7/2008, DE 5 DE MARÇO, QUE APROVA A ORGÂNICA DA SECRETARIA DE ESTADO DO CONSELHO DE MINISTROS

Nos termos do Article 12.º do Decreto-Lei n.° 7/2007, de 5 de Setembro (Orgânica do IV Governo Constitucional), a Secretaria de Estado do Conselho de Ministros é o órgão central do Governo de apoio e consulta jurídica do Conselho de Ministros e do Primeiro-Ministro, competindo-lhe as funções atribuídas naquele diploma.

Para o cumprimento eficaz e com qualidade das tarefas que lhe estão legalmente atribuídas, a Secretaria de Estado do Conselho de Ministros deve dotar-se de uma estrutura funcional e dinâmica, definindo os órgãos e serviços que a integram e as funções de cada um destes.

O Centro de Rádio de Comunidade é uma organização responsável pela área da promoção e monitorização das Rádios a nível comunitário, que foi absorvida pela Secretaria de Estado do Conselho de Ministros, uma vez que é competência da SECM a regulamentação das políticas de comunicação social, nos termos da alinea l) do número 2 do Article 12.º do Decreto-Lei No.7/2007, de 5 de Setembro, na redacção que lhe foi ultimamente dada pelo Decreto-Lei No. 15/2010, de 20 de Outubro.

Desde modo, importa alterar a respectiva orgânica aprovada pelo Decreto-Lei No. 7/2008, de 5 de Março, para que a mesma possa reflectir a existência duma nova Direcção Nacional.

Assim:

O Governo decreta, nos termos do No. 3 do Article 115.º da Constituição da República e do Article 37.º do Decreto-Lei No. 7/2007, de 5 de Setembro, para valer como lei, o seguinte:

Article 1.º
Alteração ao Decreto-Lei No. 7/2008, de 5 de Março

O Article 5.º do Decreto-Lei No. 7/2008, de 5 de Março passa a ter a seguinte redacção :

"Article 5.º
Organismos integrados na administração directa do Estado

Integram a administração directa do Estado, no âmbito da SECM, os seguintes serviços centrais:

a) [...];

b) [...];

c) [...];

d) [...];

e) [...];

f) Centro de Rádio de Comunidade".

Article 2.º
Aditamento ao Decreto-Lei No. 7/2008, de 5 de Março

É aditado ao Decreto-Lei No. 7/2008, de 5 de Março, o Article 11.º -A, com a segunite redacção:

"Article 11.º -A
Centro de Rádio de Comunidade

1. O Centro de Rádio de Comunidade, adiante designado por CRC, é o serviço responsável pela área da promoção e monitorização das Rádios a nível comunitário, através da transmissão de programas de rádio da Comunidade e garantir a melhorìa da qualidade das transmissões no sentido de promover mais e melhor informações para a população.

2. O CRC tem as seguintes atribuições:

a) Organizar e implementar a formação, capacitação dos recursos humanos para as Rádios de Comunidade;

b) Prestar apoio técnico às Rádios de Comunidade;

c) Estabelecer Parcerias com associações de media local e internacional no apoio às Rádios de Comunidade;

d) Monitorizar e avaliar o funcionamento das Rádio de Comunidade;

e) Propor o apoio do Estado às Rádios de Comunidade nos distritos;

f) Exercer as demais actividades que lhe forem atribuidas pelo Secretário de Estado ou Director-Geral da SECM".

Article 3.º
Entrada em vigor

O presente diploma entra em vigor no dia imediato ao da sua publicação.

Aprovado em Conselho de Ministros de 1 de February de 2012.

O Primeiro-Ministro,

_____
Kay Rala Xanana Gusmão

Promulgado em

Publique-se. 7/2/2012

O Presidente da República,

_____
José Ramos-Horta

ANEXO

DECRETO-LEI No. 7/2008,
DE 5 DE MARÇO, QUE APROVA ORGÂNICA DA SECRETARIA DE ESTADO DO CONSELHO DE MINISTROS

Nos termos do Article 12º. do Decreto-Lei n° 7/2007, de 5 de Setembro (Orgânica do IV Governo Constitucional), a Secretaria de Estado do Conselho de Ministros, é o órgão central do Governo de apoio e consulta jurídica do Conselho de Ministros e do Primeiro-Ministro, competindo-lhe as funções atribuídas naquele diploma.

Para o cumprimento eficaz e com qualidade das tarefas que lhe estão legalmente atribuídas, a Secretaria de Estado do Conselho de Ministros deve dotar-se de uma estrutura funcional e dinâmica, definindo os órgãos e serviços que a integram e as funções de cada um destes.

Assim:

O Governo decreta, nos termos do No. 3 do Article 115.º da Constituição da República e do Article 37.º do Decreto-Lei No. 7/2007, de 5 de Setembro, para valer como lei, o seguinte:

CHAPTER I
NATUREZA E ATRIBUIÇÕES

Article 1.º
Natureza

A Secretaria de Estado do Conselho de Ministros, doravante designada abreviadamente SECM, é o órgão central do Governo, integrado na Presidência do Conselho de Ministros, que tem por missão funções de apoio e consulta jurídica ao Conselho de Ministros e ao Primeiro-Ministro.

Article 2.º
Atribuições

Na prossecução da sua missão compete à SECM:

a) Coordenar o procedimento legislativo no seio do Governo, assegurando a coerência e a harmonia jurídica interna dos actos legislativos aprovados em Conselho de Ministros;

b) Analisar e preparar os projectos de diplomas legais e regulamentares do Governo, em coordenação com os ministérios proponentes;

c) Prestar apoio técnico-administrativo ao Conselho de Ministros;

d) Garantir o cumprimento das regras e procedimentos do Conselho de Ministros;

e) Assegurar os serviços de contencioso da Presidência do Conselho de Ministros;

f) Responder, em colaboração com o ministério da tutela, aos processos de fiscalização da constitucionalidade e da ilegalidade;

g) Coordenar a implementação das decisões do Conselho de Ministros;

h) Assegurar a publicação da legislação do Governo no Jornal da República;

i) Representar o Conselho de Ministros e o Primeiro-Ministro, quando este assim decida, nas comissões especialmente criadas;

j) Traduzir ou acompanhar a tradução de diplomas legais ou outros documentos necessários à acção do Conselho de Ministros ou do Primeiro-Ministro;

k) Porta-voz do Conselho de Ministros;

l) Exercer a tutela sobre os órgãos de comunicação social do Estado.

CHAPTER II
TUTELA E SUPERINTENDÊNCIA

Article 3º.
Tutela e superintendência

A SECM é superiormente tutelada pelo respectivo Secretário de Estado que a superintende e por ela responde perante o Primeiro-Ministro, nos termos da Lei Orgânica do Governo.

CHAPTER II
ESTRUTURA ORGÂNICA

Article 4º.
Estrutura Geral

A SECM prossegue as suas atribuições através de serviços integrados na administração directa e indirecta do Estado e de órgãos consultivos.

Article 5.º
Organismos integrados na administração directa do Estado

Integram a administração directa do Estado, no âmbito da SECM, os seguintes serviços centrais:

g) Director-Geral;

h) Direcção Nacional de Administração e Apoio ao Conselho de Ministros;

i) Direcção Nacional dos Serviços de Tradução;

j) Unidade de Apoio Jurídico;

k) Direcção Nacional de Disseminação de Informação.

Article 6.º
Órgão Consultivo

O Conselho Consultivo é o órgão de consulta do Secretário de Estado.

CHAPTER IV
SERVIÇOS E ÓRGÃOS CONSULTIVOS

SECTION I
SERVIÇOS DA ADMINISTRAÇÃO DIRECTA DO ESTADO

Article 7.º
Director-Geral

1 - O Director-Geral tem por missão assegurar a orientação geral de todos os serviços da SECM.

2 - O Director-Geral prossegue as seguintes atribuições:

a) Assegurar a orientação geral dos serviços de acordo com o programa do Governo e com as orientações superiores do Secretário de Estado;

b) Propor ao Secretário de Estado as medidas mais convenientes para a prossecução das atribuições mencionadas na alínea anterior;

c) Acompanhar a execução dos projectos e programas de cooperação internacional e proceder à sua avaliação interna, sem prejuízo da existência de mecanismos de avaliação próprios;

d) Coordenar a preparação das actividades do Conselho Consultivo;

e) Participar no desenvolvimento de políticas e regulamentos relacionados com a sua área de intervenção;

f) Coordenar a preparação dos projectos de leis e regulamentos da Secretaria de Estado;

g) Assegurar a administração geral interna da Secretaria de Estado e dos serviços, de acordo com os programas anuais e plurianuais da SECM

h) Planear as medidas de investimento público, elaborar o projecto e executar o respectivo orçamento;

i) Controlar a execução do orçamento de funcionamento;

j) Verificar a legalidade das despesas e proceder ao seu pagamento, após a autorização do Secretário de Estado;

k) Coordenar os recursos humanos;

l) Promover a formação e o desenvolvimento técnico profissional do pessoal dos órgãos e serviços;

m) Elaborar, em conjunto com as Direcções Nacionais, o relatório anual de actividades da Secretaria de Estado;

n) Apresentar relatório anual das suas actividades **;**

o) Realizar as demais actividades que lhe forem atribuídas nos termos legais.

Article 8º
Direcção Nacional de Administração e Apoio ao Conselho de Ministros

1. A Direcção Nacional de Administração e Apoio ao Conselho de Ministros, abreviadamente designada por DNAACM, tem por missão assegurar o apoio técnico e administrativo ao Gabinete do Secretário de Estado, ao Director-Geral e aos restantes serviços da SECM, nos domínios da administração geral, gestão patrimonial, documentação, arquivo e estatística.

2. A DNAACM prossegue as seguintes atribuições:

a) Prestar apoio técnico e administrativo ao Secretário de Estado e ao Director-Geral e assegurar a administração geral interna da SECM de acordo com as orientações superiores;

b) Garantir a inventariação, manutenção e preservação do património do Estado e dos contratos de fornecimento de bens e serviços, afectos à SECM;

c) Coordenar a execução e o controlo da afectação de material a todas as direcções da SECM;

d) Assegurar um sistema de procedimentos de comunicação interna comum aos órgãos e serviços da SECM **;**

e) Elaborar o Plano Anual de Actividades e a proposta do Ptrograma de Investimento Sectorial da SECM, de acordo com as orientações superiores e em colaboração com todos os serviços da SECM;

f) Participar na elaboração de planos sectoriais junto dos diversos serviços da Secretaria de Estado;

g) Preparar em colaboração com as demais entidades competentes a elaboração do projecto de orçamento anual da Secretaria de Estado;

h) Coordenar a execução das dotações orçamentais atribuídas aos diversos serviços da Secretaria de Estado, sem prejuízo da existência de outros meios de controlo e avaliação realizados por outras entidades competentes;

i) Coordenar e harmonizar a execução orçamental dos planos anuais e plurianuais em função das necessidades definidas superiormente;

j) Realizar o aprovisionamento da Secretaria de Estado;

k) Cumprir e fazer cumprir as leis, regulamentos e outras disposições legais de natureza administrativa e financeira;

l) Promover o recrutamento, contratação, acompanhamento, avaliação, promoção e reforma dos funcionários;

m) Processar as listas para as remunerações dos funcionários;

n) Assegurar a recolha, guarda, conservação e tratamento da documentação respeitante aos funcionários da SECM, nomeadamente o arquivo dos ficheiros pessoais dos funcionários;

o) Cumprir e fazer cumprir a legislação aplicável aos trabalhadores da função pública, propondo superiormente a instauração de processos de inquérito e disciplinares e proceder à instrução dos que forem determinados superiormente;

p) Emitir pareceres e outras e informações com vista a propor superiormente medidas administrativas de melhoramento da gestão dos recursos humanos;

q) Desenvolver as acções necessárias ao cumprimento das normas sobre condições ambientais de higiene e segurança no trabalho;

r) Manter um sistema de arquivo e elaboração de estatísticas respeitantes à Secretaria de Estado e um sistema informático actualizado sobre os bens patrimoniais afectos à Secretaria de Estado;

s) Desenvolver as acções necessárias para assegurar a manutenção das redes de comunicação interna e externa, bem como o bom funcionamento e utilização dos recursos informáticos;

t) Assegurar a recolha, guarda e conservação e tratamento da documentação mantendo um sistema de arquivo e elaboração de estatísticas respeitantes à SECM;

u) Apresentar relatório anual das suas actividades;

v) Realizar as demais tarefas que lhe sejam atribuídas.

Article 9º.
Direcção Nacional dos Serviços de Tradução

1. A Direcção Nacional dos Serviços de Tradução, adiante designada por DNST, é responsável pela prestação de serviços de tradução de diplomas legais ou outros documentos necessários à acção do Conselho de Ministros e do Primeiro-Ministro.

2. A DNST tem as seguintes atribuições:

a) Prestar serviços de tradução ao Primeiro-Ministro e demais serviços e organismos na dependência dele;

b) Prestar os serviços de tradução necessários para o trabalho da SECM;

c) Prestar serviços de tradução a outros membros do Governo quando tal seja solicitado;

d) Fazer a tradução oficial dos actos normativos e outros documentos do Governo, incluindo a tradução oficial dos Comunicados de Imprensa das reuniões do Conselho de Ministros.

e) Fazer a tradução dos diplomas legislativos nas línguas portuguesa, tétum e inglesa;

f) Fazer a tradução simultânea das reuniões do Conselho de Minuistros;

g) Fazer a tradução de outros documentos que o Governo entenda dever a dar a conhecer a sociedade civil.

Article 10º.
Unidade de Apoio Jurídico

1. A Unidade de Apoio Jurídico, adiante designado por UAJ, é o serviço responsável, sob a orientação do Secretário de Estado, pela coordenação do procedimento legislativo no seio do Governo, assegurando a coerência, a simplificação e a harmonia jurídica interna dos actos legislativos aprovados pelo Conselho de Ministros.

2. A UAJ tem as seguintes atribuições:

a) Instruir, informar e dar parecer sobre todos os projectos legislativos que devam ser apresentados ao Conselho de Ministros;

b) Elaborar os projectos legislativos que o Primeiro-Ministro ou o Secretário de Estado determinem;

c) Apoiar e colaborar com os restantes membros do Governo na elaboração de projectos legislativos quando tal seja solicitado;

d) Avaliar regularmente o sistema preventivo e sucessivo do impacto dos actos normativos;

e) Preparar as informações e os pareceres de carácter jurídico sobre os documentos dirigidos ao Secretário de Estado do Conselho de Ministros e aqueles que o Primeiro-Ministro solicite;

f) Apoiar o Secretário de Estado a garantir o cumprimento das regras e procedimentos do Conselho de Ministros

g) Prestar apoio jurídico às reuniões do Conselho de Ministros;

h) Apoiar a implementação das decisões do Conselho de Ministros

i) Assegurar os serviços de contencioso da Presidência do Conselho de Ministros;

j) Representar em juízo, através de consultores para o efeito designados, o Conselho de Ministros, o Primeiro-Ministro, qualquer outro membro do Governo quando tal seja determinado pela tutela, no âmbito do contencioso administrativo;

k) Responder, em colaboração com o ministério da tutela, aos processos de fiscalização da constitucionalidade e da ilegalidade;

l) Assegurar a interligação com outros serviços e organismos no âmbito das suas atribuições, nomeadamente no domínio da formação jurídica;

m) Desenvolver relações de cooperação, no âmbito das respectivas atribuições, no domínio do aperfeiçoamento e simplificação dos actos normativos, com outras entidades, no plano interno e internacional.

3. A UAJ é equiparada para todos os efeitos a Direcção Nacional.

Article 11.°
Direcção Nacional de Disseminação de Informação

1. A Direcção Nacional de Disseminação de Informação, adiante designada por DDI, é o serviço responsável por receber, tratar e traduzir nas línguas oficiais, Tétum e Português e nas línguas de trabalho Inglês e Indonésio, todos os documentos e comunicados do Conselho de Ministros, dos Ministérios e Secretarias de Estado e tornar pública a actividade do Governo, bem como dar suporte ao Governo no domínio da comunicação com a sociedade civil garantindo a transparência do processo de governação e permitindo o acesso à informação.

2. A DDI prossegue, nomeadamente as seguintes atribuições:

a) Apoiar o Governo na concepção, execução e avaliação das políticas públicas para a comunicação social, procurando a qualificação do sector e dos novos serviços de comunicação social;

b) Executar as medidas que lhe sejam atribuídas por lei ou por decisão do membro do Governo responsável pelo exercício dos poderes de tutela sobre os órgãos de comunicação social do Estado;

c) Criar os mecanismos necessários no sentido de assegurar a produção de informação à sociedade civil, relativamente às políticas e à actividade do Governo e à sua implementação;

d) Promover os mecanismos de realização de reuniões de consulta pública sobre as estratégias do Governo e os projectos de legislação que o Governo entenda submeter a esse regime;

e) Zelar pelo conteúdo informativo e educativo das informações prestadas pelo Governo;

f) Participar, em articulação com os serviços e organismos do Ministério dos Negócios Estrangeiros, na representação externa do Estado, nos planos multilateral e bilateral, no que se refere ao sector dos meios de comunicação social;

g) Preparar e propor um sistema de incentivos do Estado à comunicação social, bem como assegurar a fiscalização do respectivo cumprimento;

h) Organizar acervos documentais no âmbito dos meios de comunicação social;

i) Zelar pelo respeito das regras aplicáveis à distribuição das acções informativas e de publicidade do Estado, nos termos definidos pelo respectivo regime jurídico;

j) Avaliar a implementação das políticas públicas para os meios de comunicação social.

SECTION II
ÓRGÃO CONSULTIVO

Article 12º
Conselho Consultivo

1. O Conselho Consultivo é um órgão colectivo de consulta do Secretário de Estado, que tem por missão fazer o balanço periódico das actividades da SECM.

2. São atribuições do Conselho Consultivo, nomeadamente, pronunciar-se sobre:

a) As decisões da SECM com vista à sua implementação;

b) Os planos e programas de trabalho;

c) O balanço das actividades da SECM, avaliando os resultados alcançados, e propondo novos objectivos;

d) O intercâmbio de experiências e informações entre todos os serviços e organismos da SECM e entre os respectivos dirigentes;

e) Diplomas legislativos de interesse do SECM ou quaisquer outros documentos provenientes dos seus serviços ou organismos;

f) As demais actividades que lhe forem submetidas.

3. O Conselho Consultivo é presidido pelo Secretário de Estado e tem a seguinte composição:

a) Secretário de Estado;

b) Director-Geral;

c) Directores Nacionais dos serviços da SECM;

d) Chefe do Gabinete

4. O Secretário de Estado pode convocar para participar nas reuniões do Conselho Consultivo outras entidades, quadros ou individualidades, dentro ou fora da SECM, sempre que entenda conveniente.

5. O Conselho Consultivo reúne-se, ordinariamente, uma vez por mês e, extraordinariamente, sempre que o Secretário de Estado o determinar.

CAPITULO V
DISPOSIÇÕES TRANSITÓRIAS E FINAIS

Article 13º
Forma de articulação dos serviços

1. Os serviços da SECM devem funcionar por objectivos formalizados em planos de actividades anuais e plurianuais aprovados pelo Secretário de Estado.

2. Os serviços devem colaborar entre si e articular as suas actividades de forma a promover uma actuação unitária e integrada das políticas da SECM.

Article 14.º
Diplomas orgânicos complementares

Sem prejuízo do disposto no presente diploma, compete ao Primeiro-Ministro sob proposta do Secretário de Estado do Conselho de Ministros, aprovar por diploma ministerial próprio a regulamentação da estrutura orgânico-funcional das direcções nacionais e serviços equiparados.

Article 15.º
Quadro de Pessoal

O quadro de pessoal e o número de quadros de direcção e chefia são aprovados por diploma ministerial do Primeiro-Ministro e dos membros do Governo responsáveis pelas áreas das finanças e da administração pública, sob proposta do Secretário de Estado do Conselho de Ministros.

Article 16º
Entrada em vigor

O presente diploma entra em vigor no dia imediato ao da sua publicação.

Aprovado em Conselho de Ministros de 16 de Janeiro de 2008